

ATTACHMENT J-8

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By the direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2008
Revision No.: 16
Date Of Last Revision: 05/24/2001

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence,
Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	7.62
Accounting Clerk II	9.17
Accounting Clerk III	11.66
Accounting Clerk IV	14.58
Court Reporter	12.65
Dispatcher, Motor Vehicle	12.65
Document Preparation Clerk	10.59
Duplicating Machine Operator	10.59
Film/Tape Librarian	9.32
General Clerk I	8.22
General Clerk II	9.27
General Clerk III	9.91
General Clerk IV	11.59
Housing Referral Assistant	15.11
Key Entry Operator I	8.89
Key Entry Operator II	10.59
Messenger (Courier)	7.39
Order Clerk I	8.89
Order Clerk II	12.07
Personnel Assistant (Employment) I	7.97
Personnel Assistant (Employment) II	10.51
Personnel Assistant (Employment) III	11.75
Personnel Assistant (Employment) I	11.94
Production Control Clerk	15.11
Rental Clerk	10.72
Scheduler, Maintenance	10.72
Secretary I	10.72
Secretary II	12.65

Secretary III	15.11
Secretary IV	18.39
Secretary V	20.42
Service Order Dispatcher	10.72
Stenographer I	12.52
Stenographer II	14.19
Supply Technician	18.39
Survey Worker (Interviewer)	12.65
Switchboard Operator-Receptionist	8.37
Test Examiner	12.65
Test Proctor	12.65
Travel Clerk I	7.92
Travel Clerk II	8.39
Travel Clerk III	8.95
Word Processor I	10.18
Word Processor II	11.43
Word Processor III	12.78

Automatic Data Processing Occupations

Computer Data Librarian	9.81
Computer Operator I	11.28
Computer Operator II	12.59
Computer Operator III	15.95
Computer Operator IV	16.64
Computer Operator V	18.43
Computer Programmer I (1)	15.71
Computer Programmer II (1)	18.50
Computer Programmer III (1)	22.07
Computer Programmer IV (1)	26.70
Computer Systems Analyst I (1)	22.30
Computer Systems Analyst II (1)	24.98
Computer Systems Analyst III (1)	30.46
Peripheral Equipment Operator	11.28

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	15.98
Automotive Glass Installer	14.56
Automotive Worker	14.56
Electrician, Automotive	15.28
Mobile Equipment Servicer	13.20
Motor Equipment Metal Mechanic	15.98
Motor Equipment Metal Worker	14.56
Motor Vehicle Mechanic	15.98
Motor Vehicle Mechanic Helper	12.52
Motor Vehicle Upholstery Worker	13.90
Motor Vehicle Wrecker	14.56
Painter, Automotive	15.28
Radiator Repair Specialist	14.56
Tire Repairer	12.75
Transmission Repair Specialist	15.98

Food Preparation and Service Occupations

Baker	8.69
Cook I	7.87
Cook II	8.85
Dishwasher	6.95
Food Service Worker	6.95
Meat Cutter	9.99
Waiter/Waitress	6.82

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	17.56
Furniture Handler	13.94
Furniture Refinisher	17.56
Furniture Refinisher Helper	14.41
Furniture Repairer, Minor	15.98
Upholsterer	17.56

General Services and Support Occupations

Cleaner, Vehicles	7.42
Elevator Operator	7.22
Gardener	8.89
House Keeping Aid I	6.39
House Keeping Aid II	7.72
Janitor	7.22
Laborer, Grounds Maintenance	7.34
Maid or Houseman	5.94
Pest Controller	8.14
Refuse Collector	7.34
Tractor Operator	8.86
Window Cleaner	7.38

Health Occupations

Dental Assistant	10.98
Emergency Medical Technician (EMT)/ Paramedic/Ambulance Driver	10.98
Licensed Practical Nurse I	10.05
Licensed Practical Nurse II	11.28
Licensed Practical Nurse III	12.63
Medical Assistant	9.81
Medical Laboratory Technician	11.28
Medical Record Clerk	11.28
Medical Record Technician	13.60
Nursing Assistant I	7.75
Nursing Assistant II	8.71
Nursing Assistant III	9.50
Nursing Assistant IV	10.66
Pharmacy Technician	12.24
Phlebotomist	11.28
Registered Nurse I	14.90
Registered Nurse II	18.23

Registered Nurse II, Specialist	18.23
Registered Nurse III	22.05
Registered Nurse III, Anesthetist	22.05
Registered Nurse IV	26.43

Information and Arts Occupations

Audiovisual Librarian	18.39
Exhibits Specialist I	15.53
Exhibits Specialist II	20.75
Exhibits Specialist III	23.00
Illustrator I	15.53
Illustrator II	20.75
Illustrator III	23.00
Librarian	19.27
Library Technician	12.42
Photographer I	13.01
Photographer II	15.02
Photographer III	17.99
Photographer IV	22.00
Photographer V	26.70

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	6.90
Counter Attendant	6.90
Dry Cleaner	7.29
Finisher, Flatwork, Machine	6.90
Presser, Hand	6.90
Presser, Machine, Drycleaning	6.90
Presser, Machine, Shirts	6.90
Presser, Machine, Wearing Apparel, Laundry	7.28
Sewing Machine Operator	7.64
Tailor	8.36
Washer, Machine	7.42

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	17.56
Tool and Die Maker	21.41

Material Handling and Packing Occupations

Forklift Operator	14.01
Fuel Distribution System Operator	16.43
Material Coordinator	15.73
Material Expediter	15.73
Material Handling Laborer	9.58
Order Filler	10.87
Production Line Worker (Food Processing)	10.51
Shipping Packer	10.51
Shipping/Receiving Clerk	10.51
Stock Clerk (Shelf Stocker; Store Worker II)	11.74
Store Worker I	8.83

Tools and Parts Attendant	12.44
Warehouse Specialist	10.51

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	18.38
Aircraft Mechanic Helper	14.41
Aircraft Quality Control Inspector	20.21
Aircraft Servicer	15.98
Aircraft Worker	16.75
Appliance Mechanic	17.56
Bicycle Repairer	14.66
Cable Splicer	18.38
Carpenter, Maintenance	17.56
Carpet Layer	16.75
Electrician, Maintenance	20.61
Electronics Technician, Maintenance I	12.89
Electronics Technician, Maintenance II	22.22
Electronics Technician, Maintenance III	23.15
Fabric Worker	15.98
Fire Alarm System Mechanic	18.38
Fire Extinguisher Repairer	15.72
Fuel Distribution System Mechanic	18.38
General Maintenance Worker	16.43
Heating, Refrigeration and Air Conditioning Mechanic	18.38
Heavy Equipment Mechanic	18.38
Heavy Equipment Operator	17.87
Instrument Mechanic	18.38
Laborer	8.38
Locksmith	17.56
Machinery Maintenance Mechanic	20.72
Machinist, Maintenance	16.92
Maintenance Trades Helper	14.41
Millwright	18.38
Office Appliance Repairer	17.56
Painter, Aircraft	17.56
Painter, Maintenance	17.56
Pipefitter, Maintenance	18.38
Plumber, Maintenance	17.56
Pneudraulic Systems Mechanic	18.38
Rigger	18.38
Scale Mechanic	16.75
Sheet-Metal Worker, Maintenance	18.38
Small Engine Mechanic	16.75
Telecommunication Mechanic I	18.38
Telecommunication Mechanic II	20.21
Telephone Lineman	18.38
Welder, Combination, Maintenance	18.38
Well Driller	18.38
Woodcraft Worker	18.38
Woodworker	16.43

Miscellaneous Occupations

Animal Caretaker	7.08
Carnival Equipment Operator	7.70
Carnival Equipment Repairer	8.09
Carnival Worker	6.38
Cashier	6.47
Desk Clerk	6.90
Embalmer	16.64
Lifeguard	8.87
Mortician	16.64
Park Attendant (Aide)	8.88
Photofinishing Worker	
(Photo Lab Tech., Darkroom Tech)	7.71
Recreation Specialist	11.14
Recycling Worker	8.74
Sales Clerk	7.71
School Crossing Guard (Crosswalk Attendant)	6.38
Sport Official	7.71
Survey Party Chief (Chief of Party)	10.53
Surveying Aide	6.48
Surveying Technician	
(Instr. Person/Surveyor Asst./Instr.)	8.88
Swimming Pool Operator	8.71
Vending Machine Attendant	7.60
Vending Machine Repairer	8.71
Vending Machine Repairer Helper	7.60

Personal Needs Occupations

Child Care Attendant	6.95
Child Care Center Clerk	8.68
Chore Aid	5.93
Homemaker	9.57

Plant and System Operation Occupations

Boiler Tender	18.86
Sewage Plant Operator	17.56
Stationary Engineer	18.86
Ventilation Equipment Tender	14.41
Water Treatment Plant Operator	17.56

Protective Service Occupations

Alarm Monitor	11.60
Corrections Officer	10.88
Court Security Officer	10.88
Detention Officer	10.88
Firefighter	9.62
Guard I	7.59
Guard II	10.53
Police Officer	15.64

Stevedoring/Longshoremen Occupations

Blocker and Bracer	12.20
Hatch Tender	12.20
Line Handler	12.20
Stevedore I	11.66
Stevedore II	12.79

Technical Occupations

Air Traffic Control Specialist, Center (2)	27.11
Air Traffic Control Specialist, Station (2)	18.69
Air Traffic Control Specialist, Terminal (2)	20.58
Archeological Technician I	14.96
Archeological Technician II	16.74
Archeological Technician III	20.75
Cartographic Technician	20.75
Civil Engineering Technician	20.75
Computer Based Training (CBT) Specialist/ Instructor	22.30
Drafter I	13.34
Drafter II	14.96
Drafter III	16.94
Drafter IV	20.75
Engineering Technician I	11.95
Engineering Technician II	14.85
Engineering Technician III	17.84
Engineering Technician IV	24.62
Engineering Technician V	28.73
Engineering Technician VI	34.74
Environmental Technician	15.89
Flight Simulator/Instructor (Pilot)	23.60
Graphic Artist	19.39
Instructor	17.23
Laboratory Technician	13.87
Mathematical Technician	18.79
Paralegal/Legal Assistant I	11.82
Paralegal/Legal Assistant II	17.18
Paralegal/Legal Assistant III	20.96
Paralegal/Legal Assistant IV	25.37
Photooptics Technician	19.16
Technical Writer	23.07

Unexploded (UXO) Safety Escort	19.14
Unexploded (UXO) Sweep Personnel	19.14
Unexploded Ordnance (UXO) Technician I	19.14
Unexploded Ordnance (UXO) Technician II	23.15
Unexploded Ordnance (UXO) Technician III	27.74
Weather Observer, Combined Upper Air and Surface Programs (3)	15.95
Weather Observer, Senior (3)	16.30
Weather Observer, Upper Air (3)	15.95

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	11.02
Parking and Lot Attendant	7.11
Shuttle Bus Driver	10.41
Taxi Driver	8.62
Truckdriver, Heavy Truck	12.79
Truckdriver, Light Truck	10.41
Truckdriver, Medium Truck	11.79
Truckdriver, Tractor-Trailer	13.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or

professional capacity as defined and delineated in 29 CFR 541.
(See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming

process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to

artificially split, combine, or subdivide classifications listed
in the wage determination.

ATTACHMENT J-9

IDIO Task Order Process (PWS 11.0)

1. Per PWS 11.0, Task Orders shall be issued for all work with an estimated value of \$25,000 or greater that is within the scope of the contract and not included in the Mission Schedule. A flowchart of this process is shown on page J-9-3.

a. The Government will request an estimate for tasks with a value of \$25,000 or greater per task.

b. The Contractor shall prepare an estimate consisting of:

1. Contract number and sequential Task Order number.
2. Task Order Initiator.
3. Approach for performing task.
4. Delivery Schedule.
5. Resource Plan (skill mix and cost) Note: Labor rates shall be those specified in Clause B.3, Paragraph (c).
6. Identification of subcontractor(s) (if any) performing/contributing work.
7. Special considerations to include unique recruiting issues, safety concerns, etc., that may affect performance.

c. The estimate shall be submitted to the COTR.

d. The Government will provide:

1. Review and concurrence by COTR.
2. Approval by Contracting Officer (CO).
3. Issuance of Task Orders.

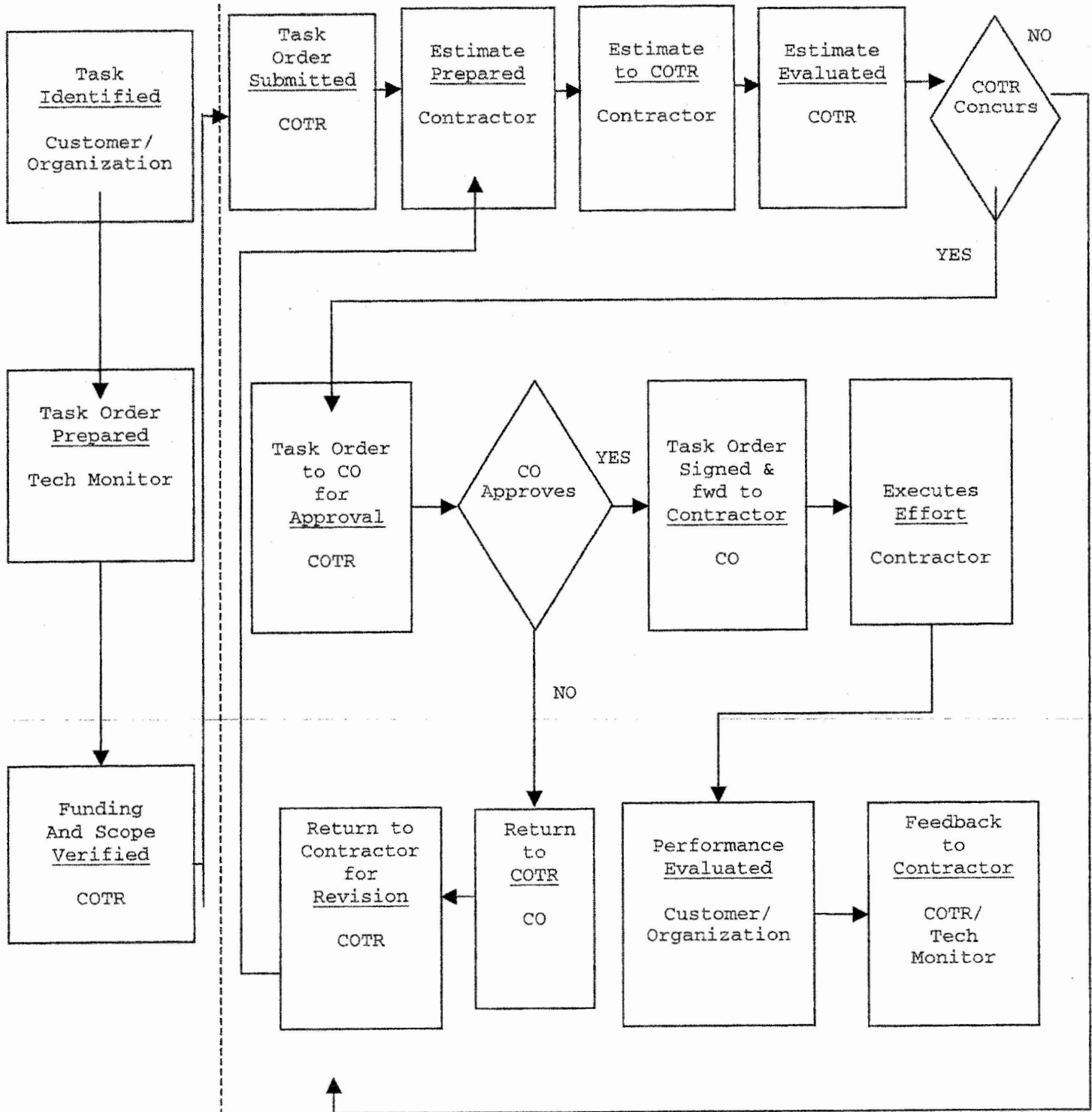
2. Modifications to Task Orders shall be made to change instructions, other technical data, delivery date, etc., included in original Task Orders.

a. Changes will be made by formal modification to Task Order.

b. On a quarterly basis, the Government will adjust the estimated cost and maximum incentive fee specified in Clause B.2, Estimated Cost and Contract Fees, to account for task order issued above the "minimum quantity."

c. The Government will be the sole authority in determining the estimated value of a task for the purpose of determining whether that task should be procured under the Mission or IDIQ Schedule of the contract. If the Contractor disagrees with this determination it may present its position to the department level Contracting Officer.

IDIQ TASK ORDER PROCESS



ATTACHMENT J-10

SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation.

Every quarter, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and subelements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

Management Commitment and Employee Involvement (ELEMENT 1)

Documented Safety Policy And Goals
Safety Committees
Safety Meetings
Subcontractor Safety
Resources
Access to Professional Safety Staff
Accountability (Disciplinary Program)
Annual Evaluation

System And Worksite Hazard Analysis (ELEMENT 2)

Complete And Update Baseline Surveys
Perform Analysis Of New Work.
Job Hazard Analysis/ Process Review
Self-Inspections
Employee Hazard Reporting
Mishap/Close Call Investigation
Injury/Illness Rates

Hazard Prevention and Control (ELEMENT 3)

Hazard Identification Process
Facility and Equipment Maintenance
Emergency Program and Drills
Emergency Medical Care Program
Personal Protective Equipment
Health Program

Safety and Health Training (ELEMENT 4)

Employee
Supervisor
Manager

3. PERFORMANCE RECOGNITION.

Contractor performance will be recognized as follows:

- **Level I**-Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a Lost-Time Incident Rate (LTIR) $\leq 50\%$ of the LTIR for the applicable Standard Industrial Classification (SIC) rate.
Formal award with public recognition. Appropriate past performance referrals provided.
- Exception:** Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the contractor shall have no lost time injuries during the past year.
- **Level II**-Annual rating score of ≥ 28 based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR) $<$ the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.
Formal letter of commendation. Will impact contract evaluation and past performance referrals.
- Exception:** Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.
- **Level III**-Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) $>$ the Standard Industrial Classification (SIC) rate.
Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in contract options not being exercised.
- Exception:** Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.
- If contractor's Safety Performance evaluation does not fall within the above categories.
No recognition.

NOTE: The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their subelements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct quarterly self-assessment and assign numerical score to each element.
- Contractor self assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/ COTR and S&MA Office.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. SAFETY METRIC REPORTING.

The contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

7. FAILURE TO REPORT

If the contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

Safety Performance
Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

PERFORMANCE RECOGNITION

Score	≥ 36 points (Annual Score)	≥ 28 points (Annual Score)	≤ 16 points (Quarterly Score)
LTIR	<p style="text-align: center;"><u>and</u> ≤ 50% of the LTIR for the applicable SIC rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.</p>	<p style="text-align: center;"><u>and</u> < the applicable SIC rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.</p>	<p style="text-align: center;"><u>or</u> > the applicable SIC rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.</p>
Grade Levels	I	II	III
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in Contract Options not being exercised.

NOTE: If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

▪ **Deductions**

○ Failure to report information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1), on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

Safety Health (S) Management Implementation Guide and Assessment Matrix

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All subelements fully in place and functioning well for at least 1 year.	All programs and subelements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All subelements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All subelements in place, employees actively participating.	All programs and subelements in place and functioning.	All training processes established, management initial training complete.
8	One subelement not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All subelements functioning, employee participation growing.	At least five subelements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two subelements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five subelements functioning and remainder established.	At least four subelements functioning, remaining two developing.	Management and supervisor training in process, specialized training in process.
6	All subelements in process or in place. Strong management leadership and commitment begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four subelements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All subelements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five subelements initiated including self-assessment, hazard reporting, mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process.

3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated, safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established.
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all subelements, at least two subelements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Subelements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer subelements established, no self-inspection, shallow accident investigation process.	Few or no programs or subelements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11)
(APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form

to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.2 TAXPAYER IDENTIFICATION (52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign Government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name

TIN

(End of provision)

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(52.209-5) (JAN 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii) (A) The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the Offeror has responded affirmatively, the Offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.4 SMALL BUSINESS PROGRAM REPRESENTATIONS (52.219-1)
(OCT 2000) Alternate I (OCT 2000) - Alternate II (OCT
2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The Offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific

Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision--
"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business,

at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small

business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The Offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillipines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

K.5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (52.222-22) (FEB 1999)

The Offeror represents that -

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.6 AFFIRMATIVE ACTION COMPLIANCE (52.222-25) (APR 1984)

The Offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of

Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules

(End of provision)

K.7 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.8 BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (52.225-2) (FEB 2000)

(a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

K.9 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED
COMPUTER SOFTWARE (52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states [Offeror check appropriate block] --

☐ None of the data or software proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and is identified as follows:

NOTE: "Limited-rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

(End of provision)

K.10 USE OF GOVERNMENT-OWNED PROPERTY (1852.245-79) (JUL 1997)

(a) The Offeror ☐ does, ☐ does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The Offeror shall identify any offered property not intended to be used. If the Offeror does intend to use any of the above items, the Offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b) and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The Offeror ☐ does, ☐ does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the Offeror requests additional Government-provided property, the Offeror must furnish --

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The Offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

(c) If the Offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

(1) The date of the last Government review of the Offeror's property control and accounting system actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the Offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

(3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

(End of provision)

K.11 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
(MSFC 52.204-91) (SEP 1999)

(a) Commercial and Government Entity (CAGE) Codes are assigned by the Defense Logistics Services Center (DLSC) to identify a commercial or Government entity. These codes are unique for each commercial or government facility or location. The CAGE code will be used in NASA's computerized acquisition systems. The CAGE code must be for a Contractor's particular name and address, not for a parent or other corporate affiliation.

(b) The vendor is solely responsible for self-registering in the Central Contractor Registration (CCR) database, creating a trading partner profile (TPP) and updating their company information annually. The preferred and most expedient method for vendor registration is by registering electronically through the following website address: <http://www.ccr2000.com>. Complete and accurate electronic registrations are processed within 48 hours. Vendors can call 888-CCR-2423 from 7:30 a.m. to 5:30 p.m. EST Monday through Friday for registration questions or assistance, or to obtain a registration form and instructions. Registration of an applicant submitting an application through a method other than the internet may take up to 30 days.

(c) The Offeror is requested to enter the appropriate information below:

☐ CAGE code (Location proposed to receive award):

☐ CAGE code requested on _____ but not yet received

NOTE: Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

K.12 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 1999) (Unnumbered - NASA Procurement Information Circular 99-12)

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 37 U.S.C. 4212(d).

(End of provision)

[END OF SECTION]

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offer may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR provisions: <http://www.arnet.gov/far/>
NASA FAR Supplement provisions:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>
MSFC provisions:
http://ec.msfc.nasa.gov/msfc/msfc_uni.html

(End of provision)

NOTICE: The following provisions are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>Provision No.</u>	<u>Title</u>
52.204-6	Data Universal Numbering System (DUNS) Number (Jun 1999)
52.211-14	Notice of Priority Rating for National Defense Use (Sep 1990) (Contract will be a DO rated order)
52.215-1	Instructions to Offerors--Competitive Acquisitions (Feb 2000)
52.215-16	Facilities Capital Cost of Money (Oct 1997)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) -- Alternate IV (Oct 1997) (Fill in paragraph (b) with <u>will comply with Provision L.13 of the RFP.</u>)

52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)
52.237-8	Restriction on Severance Payments to Foreign Nationals (Oct 1995)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18)
PROVISIONS

<u>Provision No.</u>	<u>Title</u>
1852.223-73	Safety and Health Plan (Jul 2000)
1852.227-84	Patent Rights Clause (Dec 1989)
1852.231-71	Determination of Compensation Reasonableness (Mar 1994)

(End of provision)

L.2 RESERVED

L.3 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (52.214-34) (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

L.4 SUBMISSION OF OFFERS IN U.S. CURRENCY (52.214-35) (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

L.5 TYPE OF CONTRACT (52.216-1) (APR 1984)

The Government contemplates award of a Cost Plus Incentive Fee contract resulting from this solicitation.

(End of provision)

L.6 SERVICE OF PROTEST (52.233-2) (AUG 1996)

(a) Protest, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA, George C. Marshall Space Flight Center
Attn: PS01/Mr. Byron Butler
Marshall Space Flight Center, AL 35812

(b) The copy of any protest shall be received in the office designated above within 1 day of filing a protest with the GAO.

(End of provision)

L.7 PROTESTS TO NASA (1852.233-70) (MAR 1997)

Potential bidders or Offerors may submit a protest under 48 CFR part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or Offeror may submit the protest to the Deputy Associate Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Deputy Associate Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.8 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any NASA/Federal Acquisition Regulation Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.9 PROPOSAL PAGE LIMITATIONS (1852.215-81) (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Volume I - Mission Suitability Factor	40 charts (excluding Draft On-site Safety and Health Plan, DRD 922SA-001)
Preliminary DRD 922SA-001	20 pages
Volume II - Cost Factor	No Limit
Volume III - Past Performance Factor	6 pages
Volume IV - Completed RFP & Signed SF 33	N/A

Resumes, acknowledgements, certifications and representations, and any submission required on Government-furnished forms are not counted against the page limitation. Likewise cover letters, dividers, covers, and tab separators are not counted against the page limitation unless containing data for evaluation.

(b) A page or chart is defined as one side of a sheet, 8½ by 11 inches, with at least 1 inch margins on all sides, using not smaller than 12-point type, Courier font. Foldouts count as an equivalent number of 8½ by 11 inch pages. The metric standard format most closely approximating the described standard 8½ by 11 inch size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost Volume of your proposal is not page limited. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.

(End of provision)

L.10 SUMMARY OF DEVIATIONS/EXCEPTIONS (MSFC 52.215-90) (APR 1987)

The Offeror will explain any exceptions (including deviations and conditional assumptions) taken with respect to this RFP. Any exceptions must contain sufficient amplification and justification to permit evaluation. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as unacceptable. The Offeror should specifically state during the oral proposal any areas where the offer is based on exceptions or deviations to this RFP.

(End of provision)

L.11 DUE DATE FOR RECEIPT OF PROPOSALS

(a) The due date and time for receipt of proposals follows:

<u>Submittal I</u>	<u>Date and Time</u>
Volume III - Past Performance Factor	August 27, 2001
Along with Completed Key Personnel	10 a.m. Local time
Resume forms	

<u>Submittal II</u>	<u>September 7, 2001</u>
Volume I - Mission Suitability Factor	10 a.m. Local time
Chart Presentation/Proposal with	
DRD 922SA-001, On-site Safety and	
Health Plan	

Volume II - Cost Factor proposal

Volume IV - Completed RFP (sections B through J) and signed SF 33's along with completed representations and certifications (section K).

(b) Proposals shall be mailed to the address specified in block 7 of the SF 33. Proposals hand carried to MSFC on the date due shall be delivered to building 4203, basement lobby prior to the times specified in paragraph (a). Offerors are to use the telephone provided in the 4203 basement lobby to call 5-2032, Carol Greenwood, for pickup. Offerors shall contact the Contracting Officer identified on the SF 33 to coordinate

the delivery of any proposal that will be hand carried to MSFC on a date prior to those specified in paragraph (a).

The Offeror's response to the RFP will consist of two separate written submissions (Submittal I and Submittal II) and an oral proposal presentation as described in paragraph L.13(c)1 below. These three items will constitute the Offeror's initial proposal and will be used by the Source Selection Authority to make a competitive range determination or an award if Final Proposal Revisions (FPR's) are not required.

No video information shall be accepted from the Offeror. The original and 10 copies of Volumes I, II, and III shall be submitted along with the original and one copy of Volume IV. Each original and copy should be submitted in a loose-leaf binder with each section appropriately tabbed and identified.

Information in the proposal must be furnished entirely in compliance with these instructions and be complete within itself. The information requested and the manner of submission is essential to permit a prompt and thorough evaluation.

(c) Proposals received after the due date and time specified in paragraph (a), will be processed in accordance with FAR Clause 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(d) Requests for extension of due date are strongly discouraged.

(End of provision)

L.12 REQUIRED FORMS (MSFC 52.253-90) (DEC 1997)

(a) The form checked below is attached to the end of this solicitation and shall be submitted prior to award of any contract resulting from this solicitation, upon request from the responsible contracting office.

____ FAR 15.406-2 - Certificate of Current Cost or Pricing Data

A Certificate of Current Cost or Pricing Data does not need to be submitted with your proposal. This is a change from the Draft RFP.

(b) The forms checked below are required to be submitted in the performance of any contract awarded as a result of this solicitation. Forms are available in Part 53 of the FAR or NASA FAR Supplement. An information copy of a form may be obtained from the responsible contracting

office. See FAR 52.253-1 and 53.105(b) for information on the use of computer generated forms. See FAR 53.107(b) for information on obtaining multiple copies of forms.

- ☐ SF 272 - Federal Cash Transaction Report
- ☐ SF 294 - Subcontracting Report for Individual Contracts
- ☐ SF 295 - Summary Subcontract Report
- ☒ SF 298 - Report Documentation Page
- ☒ SF 1034 - Public Voucher for Purchases and Services Other Than Personal
- ☐ SF 1413 - Statement and Acknowledgment
- ☐ SF 1414 - Consent of Surety
- ☒ SF 3881 - Payment Information Form ACH Vendor Payment System
- ☒ NASA Form 533M - Monthly Contractor Financial Management Report
- ☐ NASA Form 533Q - Quarterly Contractor Financial Management Report
- ☒ NASA Form 778 - Contractor's Release
- ☒ NASA Form 780 - Contractor's Assignment of Refunds, Rebates, Credits and Other Amounts
- ☐ NASA Form 1018 - NASA Property in the Custody of Contractors
- ☒ DD Form 250 - Material Inspection and Receiving Report
- ☒ DD Form 1419 - DoD Industrial Plant Equipment Requisition, if applicable

(End of provision)

L.13 INSTRUCTIONS FOR PROPOSAL PREPARATION

(a) Introduction

This RFP is issued to obtain proposals for providing MSFC CaER Directorate Support Services in accordance with the PWS set forth in attachment J-1.

The Government contemplates only one award as a result of this solicitation.

The contract resulting from this RFP will be on a performance basis wherein Government direction will be limited to the minimum necessary to assure operational requirements are met. The Contractor selected shall be responsible for staffing the contract with appropriate skills and numbers of personnel to assure excellence of performance within the costs proposed and negotiated. Offerors are encouraged to consider innovative productivity improvements as well as cost effective quality enhancements.

In addition to providing the direct staff required, it shall be necessary for all Offerors to provide personnel necessary to perform general and administrative functions in accordance with the system of costing and types of functions determined necessary to accomplish the required services. Offerors shall clearly propose arrangements for administrative effectiveness and operational control.

Offerors are cautioned to provide complete supporting rationale for all elements of their proposal. Failure to provide such rationale may be just cause to exclude that proposal from further consideration for selection.

Offerors are reminded that the MSFC Team is committed to the MSFC Core Values: People, Customers, Excellence, Teamwork, and Innovation. These values are presented more fully in attachment L-1. The MSFC Team expects the successful Offeror to be equally committed to those core values. Offerors are encouraged to demonstrate their commitment to these values and, if applicable, describe how their own values match those of the MSFC Team.

The contents of this RFP should be carefully reviewed to assure that all requirements for proposal data, detail and supporting rationale are fully met. Questions on any area wherein clarification appears warranted should be submitted in writing no later than 7 days after the release of the RFP. Questions will be answered in the form of an amendment to the RFP and will be sent to all firms on the source list. Questions received after the 7-day time limit will be answered only if time permits.

Any communication in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Carol Greenwood
Phone: (256) 961-2032 (voice)
(Collect calls not accepted)

Fax: (256) 544-8353
Address: George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812
Attention: PS22Q/Carol Greenwood

(b) General

The Government intends to make an award based on initial proposals without discussions. Therefore, Offerors should take care to fully complete all required sections of Volume IV and submit their most competitive proposal initially. If deemed so by the Government, all offers shall be subject to negotiation; however, an Offeror could be removed from a competitive range, cost and other factors considered, if other than its most realistic proposal is submitted.

Each proposal shall be based on a term of 1 year, with 4 priced option years, to extend the contract at 1-year intervals, for a maximum period of 5 years.

WBS elements 2.0 through 10.0 are considered Mission Schedule while WBS 11.0 is the IDIQ Schedule. The Offeror shall submit a cost proposal addressing WBS 2.0 through 10.0 for the Mission Schedule effort.

Offerors shall identify and include as a separate item the proposed fee and/or indirect rates (if any) to be applied to the cost reimbursable training portion, as referenced in PWS 5.5. It is the Government's intent that the cost reimbursable training will not be subject to either burden or incentive fee. If additional management and execution costs are proposed, Offerors shall provide supporting rationale for the proposed cost elements and amounts within the Mission Schedule. The Government does not expect Offerors to apply fee to this portion of the contract cost, but reasonable processing cost will be considered. Innovative arrangements, which minimize indirect cost associated with these pass-through costs are encouraged.

The Offeror shall supply the fully-burdened labor rates by contract year as identified in clause B.3(c) to address WBS 11.0 IDIQ schedule. The Government will utilize a predetermined formula as indicated in provision M.3(d)(2)(ii) to calculate the IDIQ costs for WBS 11.0 and add these to the Offeror's proposed cost for WBS 2.0 through 10.0 in determining the Offeror's total proposed cost.

(c) Proposal Format

1. General

The proposal will consist of two separate written submissions and one oral presentation. The first written submission (Submittal I) will consist of the Offeror's response addressing the Volume III-Past Performance Factor and the completed Key Personnel Resume forms.

The second written submission (Submittal II) will consist of the Offeror's response addressing the Volume I -Mission Suitability Factor Chart Presentation/Proposal along with DRD 922SA-001, "On-site Safety and Health Plan," Volume II - Cost Factor and Volume IV - Completed RFP and Signed SF 33's. The Offeror's response to the Mission Suitability Factor shall not be in narrative form but rather will consist of a series of charts, including the actual transparencies to be used during the oral proposal presentation, addressing each of the Mission Suitability Subfactors. The cost proposal will provide detailed cost data substantiating the proposed cost and fee [reference L.13(c)3].

Immediately after receipt of Submittal II, Offerors will be scheduled for an oral presentation of the transparencies provided as part of Submittal II. This will be the Offeror's opportunity to fully address the technical requirements of the RFP that will be evaluated under the Mission Suitability Factor. A detailed definition of the oral proposal process and related instructions to Offerors is set forth in L.15 of these instructions.

Page limitations for each portion of your written submission are provided in provision L.9, "Proposal Page Limitations (1852.215-81)." The due dates for each submission are provided in provision L.11.

2. Volume I -Mission Suitability Factor

The Mission Suitability Factor indicates the Offeror's understanding of the roles and missions of the Marshall Space Flight Center; the management structure and organizational interrelationships; the distribution and responsibilities of the CaER disciplines within the MSFC Product Line Directorates and other offices; and the role that the CaER Support Services Contractor shall play in supporting these responsibilities. Furthermore, the Mission Suitability Section indicates the Offeror's understanding of the requirements of the PWS, the Offeror's plan for satisfying those requirements, and the likelihood that the approach will result in effective and efficient performance.

Each proposal will be evaluated and scored based on the Mission Suitability Subfactors set forth below.
(Note: the alphanumeric bullets within each supporting

subfactor shall not be construed as an indication of the order of importance or relative weighting within the individual subfactors as there are no discrete point values attached to any of the bullets; the bullets are numbered to facilitate comparison with the elements listed in section M.)

Subfactor 1 - Management Approach

The Offeror shall develop and describe the management approach proposed to fulfill the requirements of the contract. The Offeror shall explain how the proposed management structure, system, or method maximizes efficiency in completing PWS tasks and flexibility in responding to variations in workloads among PWS tasks. The Offeror shall show evidence of proven management techniques, cost control policies, and organizational skills that shall be applied to this contract.

• MA1 - Organizational Structure and Core Values

The Offeror shall provide charts that show the organizational structure, including connections or associations with corporations, division organizations and subcontractors. These charts should identify clear internal and external lines of authority. Complete rationale for the organization structure shall be provided to demonstrate a logical, organized approach to the integrated planning, controlling, and reporting of contract activities that support the CaER Support Services and the MSFC core values. The Offeror shall describe its core values and any correlation between those values and the MSFC core values.

Any teaming and subcontracting arrangements shall be described. The description shall include rationale for each of the arrangements, identification of points of contact, how management and control policies will be implemented, and how work will be controlled, reported, and reviewed. The proposal shall include a description of the accessibility and flow of relevant support from internal and external sources, such as parent organizations, teaming arrangements, and subcontractors. Any integration of team members or subcontractors into the management and supervisory hierarchy shall be fully described.

• MA2 - Tasks, Activities, Planning, and Scheduling

The Offeror shall provide an in-depth explanation of approach and methods to be employed in fulfilling the performance requirements of the WBS, attachment J-3.

The Offeror shall describe those activities that shall be performed in the accomplishment of these tasks.

The Offeror shall provide complete information concerning the various methods and/or techniques to be used in planning, scheduling, processing, controlling and completing the PWS tasks, both routine and special.

The Offeror shall provide the approval status of its accounting, estimating, property management, and purchasing systems.

- MA3 - Local Autonomy

The Offeror shall describe the degree of local autonomy, including the authority of the on-site program manager, any relationship to a parent organization, and any decisions or approvals that will be made outside the local organization. Descriptions shall include, but not be limited to, identification of the organizational and geographical placement of authority to:

- Assume existing tasks
- Negotiate contract modifications
- Accept in-scope assignments
- Release completed work and vouchers to the Government
- Reassign work in response to varying workloads
- Recruit and hire required personnel in a manner consistent with task skills and schedule requirements
- Acquire (by direct hire, subcontract, or teaming agreement) specific and unique scientific or technical expertise in a manner consistent with task skills, and schedule requirements
- Approve travel
- Hire, dismiss, promote, and demote personnel
- Select, administer, and terminate subcontracts
- Acquire materials as necessary

- MA4 - Communication Plan

The Offeror shall describe its approach for maintaining good communication within the Government, other MSFC Contractor support personnel (external), Offeror's subcontractors and the Offeror's corporate structure (internal). Offerors shall discuss proposed methods of resolving ambiguities, concerns, and conflicts that become apparent during the performance of tasks.

- MA5 - Personnel Training

The Offeror shall address personnel training in sufficient detail to ensure CaER success, demonstrating the ability to provide necessary orientation and training for its employees to assume CaER functions. (This is not to be confused with PWS 5.5).

- MA6 - Productivity Improvement

The Offeror shall address plans to implement new management approaches, techniques, or systems that will improve the quality and efficiency of performance, to include the Offeror's approach to streamlining the IDIQ task order process and for developing the purchasing process for PWS 5.5. Innovation, cost effectiveness, and low cost planning shall be considered and evaluated. Offerors are encouraged to translate this emphasis into every element of operations proposed in order to maximize performance in the proposed contract. Offerors are encouraged to consider innovative productivity improvements as well as cost effective quality enhancements.

- MA7 - Risk Analysis

The Offeror shall submit a risk analysis for this subfactor, which identifies risk areas. The analysis shall include a recommendation to mitigate the impact of the identified risks.

Subfactor 2 - Key Personnel

The Offeror shall determine key personnel positions and identify individuals proposed to staff those positions.

- KP1 - Qualification of Key Personnel

The Offeror shall furnish complete and detailed information on the background, education, training, extent and applicability of related experience, special or unique qualifications, and demonstrated performance references on all key personnel, including subcontractors, if applicable. This information shall be provided on the Key Personnel Description and Resume Form (see forms following section M) and shall be submitted as part of Submittal I. No more than five key personnel shall be proposed, with one of those being the on-site program manager responsible for the day-to-day oversight of the entire contract effort. Rationale for identifying positions (other than the on-site program manager) as "key" shall be provided. The rationale for designating positions as key, or failure

to identify such positions as key, will be evaluated. The Offeror shall indicate whether each proposed individual has given a commitment, the extent of their availability, and company commitment for key personnel staffing stability of the proposed positions. It shall be stated whether these same individuals are being included in any concurrent proposals. If any proposed key personnel have previously served or are presently serving in key personnel positions, it shall be noted on the Key Personnel Resume Form. In addition, key personnel shall be present for at least some portion of the Mission Suitability Chart Presentation in order to demonstrate their commitment to the contract and to demonstrate their knowledge, experience and expertise for the proposed positions.

- KP2 - Risk Analysis

The Offeror shall submit a risk analysis for this Subfactor, as part of its Mission Suitability Chart Presentation (Submittal II), which identifies risk areas. The analysis shall include a recommendation to mitigate the impact of the identified risks.

Subfactor 3 - Staffing Approach

The Offeror shall provide a high quality and stable management team and workforce, which satisfies the requirements for the CaER Support Services Contract.

- SA1 - Phase-In

The Offeror shall describe its approach for the assumption of on-going work under the new contract. The Offeror's phase-in approach shall fully describe the phase-in time required (not to exceed 60 days), the method by which current contract effort will be transitioned to the new contract with minimal impact, and any other issues deemed critical to a successful transition from the current contract to this follow-on effort.

- SA2 - Labor Categories, Skill Mix and Correlation with the PWS

The Offeror shall propose labor categories, number of personnel in each category, and convincing rationale clearly substantiating the need for the labor categories and numbers proposed. The Offeror shall address the selection of skill levels, job qualifications for each skill level, and their relationship to the PWS. The staffing charts shall be prepared in a manner that will permit required correlation among the various tasks of the PWS. The Offeror shall provide a breakdown of workforce consistent with that set forth in the PWS, to include

supporting rationale. The staffing charts should include any details regarding workload adjustments capability and cross-utilization of personnel to demonstrate flexibility to respond to dynamic work requirements, including IDIQ tasks.

- SA3 - Recruitment and Retention

The Offeror shall provide its plans to use personnel from its own organization, solicit new hires, retain incumbent personnel, or use other sources, with the percentage each source contributes to the total work force. The Offeror shall show evidence of the extent of commitment and availability of personnel and describe any recruitment and employment methods to be used, including potential adjustments to possibly volatile changes in IDIQ tasks.

- SA4 - Compensation Plan

It should be noted that only information relative to the compensation plan pertaining to the discussion of logic or rationale should be submitted as part of Submittal II, Volume I, Mission Suitability Chart Presentation. Data such as formulas, factors, rates, etc. shall be submitted as part of Volume II, Cost Factor.

The Offeror shall describe any policies intended to attract and retain professional employees as defined in 29 CFR 541 and other non-exempt personnel. The Offeror is cautioned that materially lower or higher compensation than that of local standards for comparable work may indicate a lack of understanding of the complexity of the total contract. The Offeror shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work on the contract. The compensation plan shall include a description of employees' benefits, such as vacation, sick leave, health insurance, life insurance, relocation reimbursement, savings plan, severance pay, and retirement plan. The compensation package shall be described in terms of its capability to support recruitment, to retain employees, and its realism. The compensation levels proposed shall reflect a clear understanding of the work to be performed as evidenced by the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet PWS objectives. The salary rates/range must take into consideration the complexity of various disciplines and professional job difficulty. Supporting information may include data, such as recognized national and regional compensation surveys and studies of professional, public, and private organizations used in establishing the total compensation structure. The Offeror shall describe personnel policies,

such as performance, incentive, promotion, award, training, seniority, and professional development opportunities. In addition, the Offeror shall describe policies for addressing benefits and seniority of incumbent staff hired from the current Contractor.

- SA5 - Risk Analysis

The Offeror shall submit a risk analysis for this Subfactor, which identifies risk areas. The analysis shall include a recommendation to mitigate the impact of the identified risks.

Subfactor 4 - Safety and Health

- SH1 - Safety and Health Plan

The Offeror shall include in the Safety and Health Plan (DRD 922SA-001) its policies for workplace safety and training initiatives to promote safety in and around MSFC. Note any processes for ensuring that on-site personnel follow the MSFC policies for workplace safety. The Offeror shall submit for evaluation a draft version of the DRD 922SA-001, Safety and Health Plan, as set forth in attachment J-2.

- SH2 - Risk Assessment

The Offeror shall also provide a Safety and Health risk assessment as part of its Mission Suitability Chart Presentation. This risk assessment shall include a recommendation to mitigate the impact of identified risks.

3. Volume II - Cost Factor

a. General

The Cost Factor shall include all costs associated with the requirements of the proposed contract and shall comply with the applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement Regulation and governing statutory requirements. These instructions, including the requirements for detailed costs and substantiation data, are equally applicable to subcontractors under the circumstances set forth in FAR 15.404-3.

Offerors are cautioned not to include Mission Suitability related data in their Cost Volume. If it is determined that the Offeror has included Mission Suitability information in the Cost Proposal, it will not be evaluated and will be returned to the Offeror.

Certified cost or pricing data are not required; however, information other than cost and pricing data are required for cost realism analysis.

All data files and electronic media delivered to the Government must be reviewed to ensure that they are virus-free.

The Government will utilize IBM compatible personal computers using the Windows 95/98 operating system and Excel 2000 to aid in the evaluation and analysis of proposals. Therefore, Offeror's cost proposal shall be provided in hard copy and Zip disk or CD ROM utilizing Excel 2000 or earlier version. Supporting narrative shall be provided in MS Word 2000 or earlier version. If variation in content between the paper copy and the electronic copy is noted and that variation is not resolved with the Offeror, the paper copy shall be considered the submitted proposal. The Offeror should not alter the Government provided proposal electronic spreadsheet file formats (Forms A-K) except for lengthening forms as appropriate, adding formulas or links, adjusting formulas to accommodate a different base for application of rates, or adjusting column widths.

Offerors shall provide a copy of their cost proposal, including the electronic Excel files, to their cognizant Defense Contract Audit Agency (DCAA) in conjunction with the submission to MSFC for audit/verification purposes. For identification of the cognizant DCAA office, see DCAA Publications at the DCAA web site: <http://www.dcaa.mil>.

It is contemplated that a contract will be awarded for the period February 11, 2002 through February 10, 2003, with four 1-year priced option periods (through February 10, 2007).

Offerors and their subcontractors or team members, if any, are required to state ceiling G&A rates that they will be willing to accept from contract inception through the fourth option period. These rates shall be inserted into Clause B.7, "Allowable Items of Cost."

Vehicles that the Offeror deems necessary to carry out the requirement shall be proposed at an amount not greater than the General Services Administration (GSA) lease cost, which includes maintenance. The Government invites proposal of an innovative approach to minimize vehicle costs. The GSA pricing information is available at the following internet address:
<http://www.gsa.gov/travel.html>.

All Government-furnished property listed in the RFP is offered on a rent-free basis.

b. Pricing and Estimating Techniques

All pricing or estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. Also, any experience factors (unit price, hours, quantities, efforts, etc.) adjusted for proposal purposes shall be explained in this section. All actuals shall identify the periods of time and costs in detail when used as a basis for estimating the proposed costs.

There will be no advantage in proposing rates that are understated with the assumption that the probability of receiving a contract award will be increased. Since total cost estimates will not be given a numerical score in the evaluation process, unrealistic rates, either low or high, will tend to indicate a lack of understanding of the PWS and requirements for contract performance. Unrealistic estimates may adversely impact the Offeror's Mission Suitability ratings and scores.

c. Cost Proposal Preparation

Offerors shall provide an electronic copy of their cost proposal as well as hard copies as indicated in L.13(c)1. Offerors shall provide the general information described at FAR 15.408, Table 15-2 paragraph I.A., including the cognizant Government audit agency, address, and phone number.

Each Offeror shall include its entire cost model in Excel 2000, using the Government specified labor categories/classifications. The Offeror as necessary may add any additional cost elements. All costs shall be submitted in real year dollars.

Summaries for the mission portion of this effort shall be provided by cost element for each contract year and the total contract. The first summary shall be based on a full 12 months of effort for the base year and each of the 4 option years. The second summary shall include:

1. The total cost for the phase-in period not to exceed 60 calendar days, and
2. The balance of the base year.

For evaluation purposes, the base contract year will be evaluated on a full 12 months of performance. However, the contract will be awarded based on the phase-in costs, plus additional cost for the base year and the 4 option years.

All contract clauses (previously found in section B) shall be completed using the values provided for phase-in plus the balance of the base year and the 4 option years.

If data files are delivered in compressed format, Offeror shall ensure that the files are either self-extracting or that the software program(s) required to extract the files to their original format is included.

The Offerors, in developing their proposed WBS, shall adhere to the WBS structure provided in attachment J-3.

Beyond this prescribed WBS, Offerors have complete flexibility based on the proposed implementation approach.

Electronic cost proposals in Excel 2000 are also required from each proposed subcontractor or team member whose effort is expected to exceed \$500,000 in value where subcontractor selection was based on other than adequate price competition or commercial item pricing exemption. Team members and/or major subcontractors may submit the detailed cost proposal in Excel 2000 directly to the Government if such data are considered to be proprietary.

d. Direct Labor

Offerors shall include the cost of the management and execution of PWS 5.5, the procurement of training and organizational development services, under the Direct Labor section of their cost proposal.

Direct labor by individual labor classifications, conformed to the Government specified labor classifications, shall be provided in the cost proposal.

The appropriate area U. S. Department of Labor Wage Determination (attachment J-8) provides minimum hourly wage and fringe benefit information for the classes of service employees employed under this effort. The logic and reasonableness of the relationship between personnel qualifications, proposed labor rates, and fringe benefits will be carefully evaluated as a significant indicator of the Offeror's understanding of solicitation requirements. If the Wage Determination does not reflect all nonexempt labor classifications required for implementation of the Offeror's approach, appropriate action should be taken pursuant to the "Service Contract Act of 1965." All such proposed classifications and corresponding labor rates must be thoroughly described with complete supporting rationale.

In order to facilitate timely evaluation of cost proposals, unplanned overtime hours should be estimated at 1 percent of nonexempt employees' regular direct labor hours. Any proposed uncompensated overtime for employees exempt from the overtime requirements of the Fair Labor Standards Acts (FLSA) shall be identified, supported, and justified in the written explanation of the cost proposal. There will be no advantage in proposing the use of unpaid exempt overtime.

Offerors shall provide the methodology and rationale used to establish salary/wage ranges and pricing rates for each individual, including consideration of the following: the various skills and disciplines; the features of the compensation plan designed to enable the Offeror to

attract and retain qualified employees; applicability of collective bargaining agreements, if any; and overtime payment policies. The Wage Determination rates set forth herein represent the minimum rate of pay for entry-level employees performing under this contract. When proposing to retain incumbent personnel, Offerors should consider the incumbent employees' experience level and length of service in computing the labor rates proposed.

Wage/salary increases shall be in accordance with Offeror's established policies. These increases shall be included in the cost proposal.

The following NASA uniform rates of change for pricing purposes are provided below for Offerors' consideration:

2001	3.2%
2002	3.0%
2003	2.9%
2004	2.7%
2005	2.6%
2006	2.8%

Offerors shall provide information on the derivation of labor rates for the base contract year, including the basis and any escalation, as well as the option years.

Offerors shall identify, by individual position, their unique classifications of labor that are considered equivalent to the Government labor categories provided herein. Using appropriate proportions of each unique labor classification, Offerors shall develop the Government labor category rates. The purpose of this process is to expedite evaluation, not to limit or prescribe the labor classifications proposed. In the event that an Offeror identifies the need for a labor classification that is not comparable to any of the Government labor categories, it shall be identified and included.

The total number of hours available, productive and nonproductive, for each contract year is indicated below.

<u>Terms</u>	<u>Labor Hours</u>
Base year	2088
Option Year No. 1	2088
Option Year No. 2	2088
Option Year No. 3	2088
Option Year No. 4	2088

Total labor cost, productive and nonproductive combined, shall be based on the above hours per year.

Offerors shall provide a detailed summary of the productive and nonproductive hours utilized in computing their cost estimate. Nonproductive time is all paid absences, i.e., vacation, holidays, sick leave and other authorized paid or non-paid absences. Offeror's normal accounting practices shall be followed.

e. Overhead(s) & G&A

All proposed overhead/burden rates (labor overhead, material handling, procurement burden, G&A expense, etc.) should be provided as part of the cost proposal. Offerors shall ensure that adequate costs for statutory payroll additives (FICA, FUI, SUI, Worker's Compensation, etc.) are included.

DCAA audit and approval status, if any, of the proposed rates shall be included as part of the basis of estimate provided in MS Word.

Offerors are required to provide the following substantiating rationale for each indirect rate proposed:

(1) The major cost elements within each indirect pool.

(2) The equivalent indirect personnel in each pool, by contract year, and the types of functions performed.

(3) Identify the composition of the allocation base and the basis for projection.

(4) Specify the percent of total allocation base that this contract represents to the Offeror.

Each Offeror shall propose G&A ceiling rates for each contract year included in the contract's period of performance. This information shall be provided on Form H (Indirect Rates and Factors) and in section B.7. For evaluation/selection purposes, these G&A ceiling rates will be used in establishing the Most Probable Cost for each Offeror.

f. Subcontracts

In addition to the explanation and rationale for teaming and subcontract arrangements provided in the Mission Suitability Volume for all proposed subcontracts in excess of \$500,000, the Offeror shall provide the information described below. Include a copy of any teaming agreements applicable to this effort. Information submitted for subcontracts of \$500,000 or more must be at the same level of detail and format as that required of

the prime Offeror. Information to be provided by the prime Offeror includes:

- (1) A brief description of the work to be subcontracted or assigned to other team members.
- (2) The number of firms solicited, the number of proposals/quotes received, and the number found to be acceptable.
- (3) Approval status of subcontractor's business systems (accounting, compensation, estimating, purchasing, and property management) as appropriate including approval by the DCAA, etc.).
- (4) Names and addresses of the subcontractors tentatively selected and basis of selection, i.e., low bidder, delivery schedule, technical competence, etc.
- (5) Offeror's rating of the subcontractor's competence (fair, good, excellent).
- (6) Type of contract and estimated cost and fee or profit.
- (7) Affiliation with the prime, if any.
- (8) Whether or not subcontractor or team member is a small, small disadvantaged, women-owned, veteran-owned, or HUBZone small business concern.
- (9) The extent of subcontract supervision anticipated.
- (10) The telephone number and name of the DCAA Office having cognizance over the subcontractor or team member.

The prime Offeror shall explain the difference, if any, between the costs included in the subcontractor's proposal and the amounts included in the prime's proposal including the cost or price analysis accomplished in accordance with FAR 15.404-3. This difference will be identified in the cost proposal where a difference exists.

g. Cost Reimbursable Training (PWS Section 5.5)

The amount of cost reimbursable effort should be estimated based on the following:

Base Year:	<u>\$1,800,000</u>
Option No. 1:	<u>\$1,800,000</u>
Option No. 2:	<u>\$1,800,000</u>
Option No. 3:	<u>\$1,800,000</u>
Option No. 4:	<u>\$1,800,000</u>

The historical data shows that this amount required approximately 600 discrete transactions during fiscal year 2000. Data are provided to assist the Offeror in calculating the scope of the management and execution effort. The procurement of civil service training is a new requirement to this contract. These funds are cost reimbursable amounts which pass through the Offeror's contract. These values should be spread evenly over the appropriate months within each contract year.

h. Other Direct Costs (ODC)

The ODC should include all anticipated travel and material expenses expected to be incurred during the performance of the PWS. Offerors should include monthly cost estimates for normal relocations (not attributable to phase-in) that are anticipated to occur during the contract period of performance. Include estimates for travel directly associated with relocation. Supporting data for relocations should include expected number of relocations, types of personnel/labor category to be relocated, geographical locations involved, and composition of estimated costs.

The Offeror shall use the following values for material and travel expenses (travel expenses not associated with phase-in) in the cost proposal. These values are provided to assist the Offeror in preparing the cost proposal.

Material Expenses:

Base Year:	<u>\$410,000</u>
Option No. 1:	<u>\$422,000</u>
Option No. 2:	<u>\$434,600</u>
Option No. 3:	<u>\$448,000</u>
Option No. 4:	<u>\$462,000</u>

Travel Expenses:

Base Year:	<u>\$200,000</u>
Option No. 1:	<u>\$205,800</u>
Option No. 2:	<u>\$212,000</u>
Option No. 3:	<u>\$218,500</u>
Option No. 4:	<u>\$225,300</u>

These values should be spread evenly over the appropriate months within the program years in the cost proposal.

For other types of direct charges anticipated to be incurred during the performance of the PWS, the manner of presentation is left to the Offeror's discretion but all such costs shall be included as part of the cost proposal. Supporting data should be sufficiently detailed to permit

NASA to fully understand the basis for the estimate.

Include for each year of performance, the projected cost of: (1) comprehensive liability/product liability insurance which protects the Offeror from liability claims of third persons; (2) the comprehensive liability/product liability insurance which protects each of its subcontractors from liability to third persons; and (3) deductibles, if any, and projected payments. Identify, as appropriate, the method of cost recovery anticipated under the resultant contract. Indicate whether the cost is normally charged as other direct cost or as an indirect cost. If the cost is charged as other direct cost, include the estimates supported by additional narrative using MS Word. If the costs are to be recovered as an indirect cost, include the cost in the appropriate indirect expense pool in accordance with Offeror's normal accounting/estimating procedures for costing purposes, and reflect the cost on Form H, Indirect Rates and Factors.

i. Contract Facilities Capital Cost of Money (COM)

If Facilities Capital COM is proposed, in accordance with FAR 15.408(h), the Offeror shall submit DD Form 1861, showing the calculation of Facilities Capital COM (attachment following section M).

Since it is NASA's policy to reduce fee objectives dollar-for-dollar for imputed facilities capital cost of money, Offerors may elect to forego the development of facilities capital cost of money and attendant fee objective reduction. If the successful Offeror elects this approach, the clause in FAR 52.215-31 will be included in the resultant contract.

j. Fee

The Government anticipates the contract will be a cost-plus-incentive-fee type. Under this arrangement, evaluations of overall performance will be based on established performance incentive fee evaluation criteria. Performance incentive fee evaluation criteria focus on specific areas of interest to the Government. In each evaluation period, the Contractor's opportunity to earn fee will depend upon program management, quality performance in each WBS area, quality management, cost performance, and customer satisfaction.

The Offeror's fee proposal should recognize the varying degrees of risk and challenges for the Contractor in performing different tasks within the PWS. The proposed maximum fee should be commensurate with the contract type. The Offeror shall clearly note any processing costs associated with the cost reimbursable

training [section L.13(2)g] exclusive of fee. The Offeror should note that the Government envisions little or no risks are associated with this element (PWS 5.5).

If teaming arrangements or other business combinations are proposed, a single fee pool will be established for distribution among the participant contractors/ subcontractors, thereby precluding any pyramiding of fees. Offerors shall submit to the Government for evaluation all teaming agreements applicable to this effort.

In consonance with the above performance incentive fee concepts, the Offeror is requested to propose fee arrangements that will achieve the purposes of the contract and which the Offeror is willing to accept during the performance periods. The Offeror should provide adequate detail to permit the Government to readily understand and evaluate the proposed fee arrangement.

k. Phase-In

Phase-in costs shall include all costs incurred prior to full assumption of the PWS. These costs shall include those required to secure the initial staff, equipment, etc., and shall reflect the cost associated with staffing buildup to full assumption of contract responsibility.

The Offeror shall include relocation and travel cost associated with phase-in with supporting rationale. The phase-in cost and labor hours shall be presented in the same detail as required for the balance of the base contract year.

Offerors are cautioned to include phase-in costs/fee in the base year value provided in Clause B.2(a) of proposal.

1. IDIO Effort (WBS 11.0)

All Offerors shall develop and provide, for evaluation purposes, fully burdened labor rates for the Government labor categories. However, unlike the Mission Schedule, Offerors shall not add any of their individual labor rates that are not conformed to the Government labor categories provided. Calculations should be provided to show the application of rates and factors in arriving at the rates provided. Do not include any material costs in the fully burdened labor rates. If Offeror's normal accounting practice is to charge all labor (productive and nonproductive) as direct, it is requested that an adjustment to the overhead rate be made to include an equitable portion of nonproductive labor costs in computing the fully burdened rate. The resulting fully

burdened labor rates shall be incorporated into Clause B.3(c).

m. Instructions for Completing RFP Specified Forms

(1) Offerors shall complete all applicable forms as shown in the List of Forms and Exhibits which follows section M of this RFP and provide detailed, supporting data to explain the basis and rationale for each proposed element of cost. The required Cost Forms are provided in Excel 2000, "CaER Cost Forms and Instructions." The forms are designed to provide NASA with information necessary to evaluate all Offeror's proposals on a uniform and consistent basis. The composition of some forms may require an Offeror to classify some proposed elements of cost in a manner that differs from the Offeror's normal, disclosed, and/or approved estimating and accounting practices. To facilitate uniformity in evaluation, Offerors are requested to classify and propose cost elements in consonance with the specified format and furnish addenda which explain and reconcile the differences between the way the company normally classifies its costs and costs classified in accordance with the RFP cost forms. The contemplated resultant contract will be written in a manner that is consistent with the Offeror's normal, disclosed, and/or approved estimating and accounting practices.

(2) To the extent applicable, each Offeror will include the following forms with its cost proposal. Each of these forms (along with a cover page for Forms A-K providing detailed instructions for completion) is shown in the List of Forms and Exhibits that follows section M of this RFP. Any reproduction of the forms is the responsibility of the Offeror. The Offeror may resize the forms to better fit the proposal package but must adhere to the format designs. Amounts proposed should be to the nearest whole dollar.

<u>Form No.</u>	<u>Title</u>
A	Summary of Cost (Base and Option Years)
B	Direct Labor Cost
C	Payroll Additives
D	Fringe Benefits
E	Supplies, Material, and Equipment
F	Subcontracts
G	Other Direct Costs
H	Indirect Rates and Factors

I	Personnel and Fringe Benefit Policies
J	Summary of Phase-In Cost
K	Fully-Burdened Rate for IDIQ Tasks
DD Form 1861	Contract Facilities Capital Cost of Money

The completed forms should be submitted through the Prime Contractor to the Government for evaluation. If the subcontractor considers this information to be proprietary data, it is incumbent upon the Prime Contractor to insure that the completed forms are submitted directly from the subcontractor to the Government Contracting Officer not later than the proposal due date specified in this solicitation.

4. Volume III -Past Performance Factor

The Offeror shall provide a listing of the five most relevant contracts that the Offeror and the proposed subcontractor(s) have performed during the past 3 years to include a description of how each respective contract is similar in size and complexity to the CaER Directorate Support Services at MSFC. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable. The Offeror shall include a summary of all representative customers whom it has provided Past Performance Interview/Questionnaire Forms. In addition, the Offeror shall provide a listing of all contracts terminated within the last 3 years, including reasons therefore. The listings should identify the contract, project, and names, addresses, and telephone numbers of responsible Government technical personnel and Contracting Officers who have knowledge of the Contractor's performance. Past performance and experience data should cover the Offeror's qualifications in all areas of this PWS.

The Offeror shall provide information that indicates business management qualifications and experience in the areas listed below. Furnish data from the organization proposing to provide the services described herein or, if a new organization is proposed, utilize data from the most nearly comparable company organization in terms of size and function.

- Extent of prior cost reimbursable and incentive type contracts.
- Voluntary turnover history for exempt and nonexempt employees (or other major categorization used by the Offeror) for the past 3 years.

- The Offeror shall address management attention and commitment to safety and health including corrective action. Offerors shall identify their Lost Time Incident Rate for the last 3 years, including the associated Standard Industrial Classification (SIC) Code or North American Industry Classification System (NAICS) Code.

The Offeror shall complete one Past Performance Interview/Questionnaire Form (see forms following section M) for up to five of the Offeror's most relevant contracts that are currently being performed or have been completed within the last 3 years. The limitation of five forms applies to the Offeror's entire team, regardless of the number of subcontractors/team members proposed. The Offeror shall forward the Past Performance Interview/Questionnaire Form, with a copy of the Statement of Work (SOW) of the subject effort, to customer references, along with a transmittal letter similar to the one provided at the end of the form. Customer references shall be requested by the Offeror to fully complete the questionnaire and return it to PS22Q/Carol Greenwood by the time that Volume III submittals are due. Ensuring that questionnaires are completed and provided to MSFC is the sole responsibility of the Offeror. Contracts identified on Past Performance Questionnaire that have been completed more than 3 years ago will not be evaluated. The same applies to Past Performance Questionnaires received in excess of the limitation of five forms. In addition to Contractor provided references, the NASA/MSFC past performance database and references known to the SEC will be checked as deemed necessary. Instructions for completing the Past Performance Questionnaires are contained on the form.

5. Volume IV-Completed RFP and Signed SF 33's

The Offeror shall complete Items 12-18 of the SF 33's and include three copies of the SF 33 in this volume. All three copies of the SF 33 shall have an original signature in Item 17. To aid in completing this form, Items 12-18 have been highlighted in yellow on the NASA Acquisition Internet Service Web Site.

The Offeror shall also complete the following sections of the RFP and include a complete copy of the RFP (sections B-M plus Forms and Exhibits) in this volume following the SF 33's.

Section

Fill-in Required

Clause B.2	Total Estimated Cost and Fees (paragraph a); Total Incentive Fee (paragraph b)
Clause B.3 (c)	Fully-Burdened Labor Rates for each of the Government-provided labor categories by contract year
Clause B.6	Overtime Premium Amount for each Contract Year
Clause B.7	Allowable Items of Cost
Section K (All)	Certifications and Representations as Applicable
	(End of provision)

L.14 BACKGROUND AND HISTORICAL DATA

a. Background

The information furnished in this section is in no way intended to restrict a prospective Offeror in its approach to preparation of its proposal. The information is furnished for the sole purpose of providing all Offerors a better understanding of the requirements contained in this solicitation and should not constrain the Offeror from proposing a more efficient solution.

The services covered by this solicitation have been obtained contractually for the past several years from AI Signal Research, Inc., 3411 Triana Boulevard SW, Huntsville, Alabama 35805. The current contract (NAS8-99006) for CaER services is written on a performance basis. The current contract, with modifications, is available from NASA. Offerors wishing to obtain a copy should contact MSFC, via e-mail request, at foia@msfc.nasa.gov. Offerors shall understand that the successful Contractor's obligation under this contract may be extended to include resolution of unusual or emergency situations that may occur from time to time throughout the period of performance. Work of this nature directed to the Contractor by the Government shall be by Task Order from the Contracting Officer. IDIQ Task Order procedures are explained in attachment J-9. The WBS was established to organize the requirements and not intended to be a staffing requirement.

The actual work to be accomplished under this procurement has changed substantially from the current, ongoing contract (NAS8-99006).

Each Offeror should propose on the program management effort in accordance with the system of costing and types of functions it believes will be necessary to accomplish the required mission support.

b. Staffing

The staffing below was derived from recent historical data and supplemented, where deficiencies were known. During a previous fiscal year, MSFC had a major reorganization. During this reorganization, CaER Directorate acquired the current mission and structure to provide support to all MSFC elements. The WBS was restructured to reflect the expected requirement in those areas. The historical staffing is presented within the structure of the WBS and areas of new scope are noted where appropriate.

1.0 Mission

2.0 Program Management

- (1) Program Manager
- (1) General Clerk-Administrative
- (0.6) Corporate Finance
- (0.6) Purchasing Clerk

3.0 Management Support

3.1 Directorate Support

- (2) Program Support Analyst

3.2 Equal Opportunity Office Support*

- (1) Coordinator/University Relations

4.0 Human Resources Support

5.0 Employee and Organizational Development Services

5.1 Technical Training Coordination

- (1.95) Technical Trainers

5.2 Instructional Design and Delivery*

5.3 Events Coordination

- (3) Training Events Coordinator
- (0.45) Purchasing/Buyer

5.4 Organizational Development Program

- (1) Organizational Development Specialist

5.5 Procurement of Training and Organizational Development Services*

5.6 Marshall Institute Operations

Training Center Operations*

- 6.0 Technology Transfer Support
- 7.0 Internal Relations and Communications Services
 - 7.1 Communications Services*
 - (1) Marshall Star Editor
 - 7.2 Strategic Planning
 - (0.5) Strategic Planner
 - 7.3 Roundtable Support
 - (0.5) Strategic Planner
 - 7.4 History Services
 - (1) Historian
 - 7.5 Speechwriting
 - (1) Speechwriter
 - 7.6 Web Support*
- 8.0 Government and Community Relations Support
 - 8.1 Public Inquiries
 - (1) General Clerk-Public Inquiries
 - (1) Web Inquiries Clerk
 - 8.2 Speakers Bureau/Community Outreach
 - (1) Community Relations Specialist
 - 8.3 Administrative Services
 - (0.5) Database Clerk
- 9.0 Education Programs Support
 - 9.1 Educator Resource Center
 - (2.4) Education Resource Center Specialist
 - (1) Education Events Coordinator
 - (1.75) University Relations Coordinator
 - 9.2 University Affairs Program
 - (1) Summer Intern Coordinator
 - (1) Curriculum Specialist
 - 9.3 Program Support
 - (1) Outreach Coordinator
- 10.0 Media Relations Services
 - 10.1 Web Support
 - (1) Electronic News Center Editor
 - (1) General Clerk-Electronic News Center

(1) Web Outreach Coordinator

10.2 Model, Design, and Exhibit Support

(1) Exhibit Supervisor

(1) Art Director

(1) Graphic Exhibit Designer

(0.55) Purchasing/Buyer

(7) Outreach Coordinator

(1) Librarian

(3.5) Technician

(0.5) Database Clerk

10.3 Media Support

- (1) Media Supervisor
- (10) Media Specialist
- (1) Audio/Visual Specialist
- (0.3) Administrative-Metrics

11.0 Indefinite Delivery/Indefinite Quantity (IDIQ)

- (0.5) Technician
- (0.35) Graphic Exhibit Designer

* Areas of New Scope for this RFP

c. Installation-Provided Facilities

The current on-site CaER Support Services offices are located in buildings 4200, 4201, 4203, 4466, 4471, 7214, and the National Space Sciences Technology Center (NSSTC).

Square Footage of Space Provided

Bldg. 4200	Total:	3,611 ft ²
Office Space		3,413 ft ²
Storage		197 ft ²
Bldg. 4201	Total:	212 ft ²
Office Space		212 ft ²
Bldg. 4203	Total:	860 ft ²
Office Space		696 ft ²
Misc.		164 ft ²
Bldg. 4466	Total:	2,245 ft ²
Publication Storage		2,245 ft ²
Bldg. 4471	Total:	3,785 ft ²
Shop Space		3,785 ft ²
Bldg. 7214	Total:	12,360 ft ²
Warehouse		12,360 ft ²
NSSTC	Total:	129 ft ²
Office Space		129 ft ²

d. Historical/Anticipated Products (Mission, WBS 3.0-10.0)

WBS#	ACTION	OCCURENCE
3.1	Host on-site and local tours	6-8 per year
3.2	Summer Intern Program	65 student participants
	Workshops	2 per year
	High School Senior Day	4000 high school students at local universities
	Recruitment Activities	6 off-Center requiring travel
	Conferences	4 off-Center requiring travel
	Tours of MSFC	5 per year
5.3	Events Coordination	155 off-site (100 training, 55 organizational development)
5.4	Organizational Development	55 sessions, approximately 1/3 requiring a 2-3 night stay
5.5	Procurement of Training & OD Services	Data provided in training instances; 1 person attending 1 event = 1 instance of training or OD. 10,200 training 1300 organizational retreat 1300 conference attendance (end processing only-did not require procurement) 3400 Employee Development Technology Center 3000 IT Security for on-site contractors

5.6	Marshall Institute Operations Bldg. 4200	5 traditional classrooms 2 computer equipped training rooms Employee Development Technology Center - 12 study carrels, 2 internal cable TV channels, MCLC-13 & 14 (MCLC-13 transmits video-based courses 8 hours/day Mon-Fri, MCLC-14 transmits 3-4 satellite down- linked courses/month
	Bldg. 4203	2 traditional classrooms
7.1	Communications Services - Marshall Star	51 issues with approximately 33 story bylines/year. Each issue averages 9 pages with 10-15 articles, 10-20 Center events, and 40-60 advertisements. Plan on 12 pages and a corresponding increase in content.
	Daily Planet	Published daily, each workday, averaging 6 articles/issue.
7.4	History Services	350 requests for information/year 10 photos with captions/week Archives 20 articles/week
7.5	Speech Writing	3 speeches/week 2 coaching sessions/week
7.6	Web Support	5-20 updates/day
8.1	Public Inquiries Written responses	970 written inquiries- domestic, 400 written inquiries-foreign, 50 telephone inquiries, and 150 e-mail/year
	Telephone responses	450 inquiries
	E-mail responses	2200 inquiries
8.2	Speakers Bureau/Community Outreach	Assemble 700 packages, and 600 folders/year; 178 speaking engagements by 71 employees/year
9.1	Educator Resource Center: Responding to Inquiries	500 telephone requests, 700 letter requests, 175 e-mail requests, and 1200 walk-ins
	Duplication	7,500 videos
	Distribution	65,000 publications

9.3	Program Support/Outreach Activities	180 events servicing 47,000 people/year
10.1	Web Support	Maintain and update daily Marshall News Room web site and six news room sub-sites
10.2	Model, Design, and Exhibit Support	125 exhibit events annually, reaching nearly 600,000 people
10.3	Media Support	342 new releases, media advisories, and other written products produced and distributed annually; 409 live television interviews arranged and conducted annually

e. Indefinite Delivery/Indefinite Quantity (IDIQ)

The historical IDIQ data is given in the table below.

IDIQ Historical Data, Fiscal Year 2000

<u>Task Description</u>	<u>Cost</u>	<u>Remarks</u>
Graphics for Huntsville Operations and Support Center (HOSC)	\$76,490	Vendor/ Subcontract
Design and Fab. Of ECLSS Rack Display	\$133,272	Subcontract
Support to TABES 2000 Conference	\$68,131	Vendor/ Subcontractor
Support to MSFC 40 th Anniversary	\$25,258	In-House/ Subcontract
Visual Aids for ETO	\$29,966	Subcontract
NASA Connect	\$26,808	
ETO Addition	\$65,636	
Design of Starship 2040 Exhibit	\$74,108	In-house and Vendor design
Fabrication of Starship 2040 Exhibit	\$526,627	Subcontract
Turning Goals Into Reality (TGIR) Conference	\$50,869	In-House / Subcontract
Update to International Space Station (ISS) Module Exhibit	\$80,412	Subcontract
Total Value	\$1,157,577	

f. Government Labor Category Position Descriptions

Descriptions for the Government Labor Categories, provided in section B, are provided in the following table:

Government Labor Category Position Descriptions

Position Title	Typical Duties	Qualifications/ Experience	Other
*Exhibits Specialist II	Perform maintenance, fabrication and finishing of all necessary components of exhibits, models and crates.	High School or GED with Trade School training in machine shop, with 5+ years of related experience.	Ability to operate material handling equipment (e.g. forklift, etc.)
Graphic/ Exhibit Designer	Design large format murals and exhibits.	BA in Graphic Design with a minimum 4 years experience.	Proficiency in Adobe Photoshop, and Illustrator programs.
Media Specialist	Identify, research, develop and submit written and broadcast news products to national, regional and local news media outlets.	BA, or higher, in Journalism or Public Relations with a minimum of 4+ years experience in journalism or public relations.	Experience in a technical field or prior NASA experience a plus.

*Technician in current contract

g. MSFC Normal Tour of Duty

The normal MSFC duty hours are provided for the Offeror's information. Normal duty hours are defined as a 5-day week, Monday through Friday, (excluding legal holidays), 8 hours per day between the hours of 7 a.m. and 5:30 p.m. The successful Offeror shall be required to establish normal duty hours compatible with the CaER Directorate, which are Monday through Friday commencing at 7 a.m., with overtime/compensatory time for any time worked over 8 hours a day, weekends, and holidays.

The normal holidays observed by MSFC are as follows:

New Year's Day, January 1
 Martin Luther King Jr.'s Birthday, third Monday in January
 President's Day, third Monday in February
 Memorial Day, last Monday in May
 Independence Day, July 4
 Labor Day, first Monday in September

Columbus Day, second Monday in October
Veteran's Day, November 11
Thanksgiving Day, fourth Thursday in November
Christmas Day, December 25

h. Budget Profile

The Government anticipates funding consistent with that shown in the table below, over the period of performance of this contract. This information is provided for proposal preparation purposes only and may or may not represent actual during this time period. There is no commitment or obligation on the part of the Government to fund the contract at this level. The Government's total obligation is limited to those amounts specified in section B of the RFP and the "Limitation of Funds" clause.

Budget Profile (\$000)

	Basic Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Mission and Minimum IDIQ	\$4,700	\$4,900	\$5,000	\$5,100	\$5,300
Cost Reimbursable Training	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
Total	\$6,500	\$6,700	\$6,800	\$6,900	\$7,100

i. Attachments

The following listed attachments, which may be found following section M of this RFP, are included as part of this section.

Attachment L-1	Marshall Values
Attachment L-2	MSFC Organizational Chart
Attachment L-3	CaER Directorate Organizational Chart
Attachment L-4	Sample Customer Satisfaction Questionnaire
Attachment L-5	Oral Proposal Format
Attachment L-6	Acronym List

(End of provision)

L.15 Oral Proposal Instructions

In lieu of written proposal information, Mission Suitability proposals shall be presented to the Source Evaluation Committee (SEC) and other appropriate officials by means of an oral proposal. The SEC will schedule oral presentations by drawing lots after receipt of offers. Immediately after receipt of Submittal II, the Offeror

will be contacted and given the date, time, and place for presentation of the oral proposal to the Government. The presentation room will have conference room style seating, projection room, and/or an overhead projector and screen (Government-furnished). No other visual aids will be permitted. Once scheduled for presentation, Offerors will be provided an opportunity to inspect the premises prior to the time set for the actual presentation.

Once notified of the scheduled date and time for its presentation, the Offeror shall complete its presentation on the scheduled date and time. Requests from Offerors to reschedule the presentation will not be entertained, and no rescheduling of presentations will be done unless determined necessary by the Government. NASA reserves the right to reschedule oral presentations at the sole discretion of the NASA Contracting Officer.

The Offeror is prohibited from submitting a taping or recording of its own presentation, in lieu of the oral presentation, and such mission suitability proposals will be rejected. NASA will videotape each Offeror's presentation. The SEC, if necessary, will use such videotapes during scoring of the mission suitability proposal. The videotaping shall begin with the presenter's introduction of him/herself by name, position, and company affiliation. The filming of the presentation shall be immediately terminated at the completion of 2-hour time limit, whether or not all the transparencies have been presented, or at the completion of the Offeror's presentation, if completed prior to the expiration of the 2-hour limit. Upon written request, a copy of the videotape will be made available to the Offeror. The Offeror's oral presentation shall be presented in the format provided in attachment L-5.

The purpose of the oral presentation is to provide all Offerors with an opportunity:

- a. To clearly and fully explain their management approach for performing the work described in the PWS;
- b. For their proposed key personnel to demonstrate their knowledge, experience, and expertise for the proposed positions;
- c. To substantiate their plan for attracting, retaining, and motivating the workforce necessary to staff this effort; and
- d. To clearly identify any safety and health risks and to present a proposed approach to mitigate these risks.

Attendance at the presentation is limited to a maximum of seven Contractor personnel and shall include the on-site Program Manager and other key personnel. The Offeror shall provide a listing of names and position titles for all other attendees and identify which of those attendees will be presenting material. The proposed on-site Program Manager and other key personnel are neither required to brief the entire proposal nor a substantial portion of the proposal. However, these personnel should, as a minimum, provide information on their qualifications for the proposed positions. Presenters may be excused after their presentation but shall be available to answer clarification questions at the completion of the Offeror's presentations. The oral presentation should be used by the Offeror to clearly and fully brief its mission suitability factor proposal. Simply stating the Offeror understands and will comply with the technical requirements is not adequate. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" are also inadequate.

The Offeror shall document the oral presentation on overhead transparencies and provide an original and 10 printed copies of the transparencies to the Contracting Officer with the cost proposal that is due to the Contracting Officer by the date and time prescribed in the SF 33. The briefing charts submitted must be photocopies of the transparencies to be used during the oral proposal briefing. All printed copies must be legible. The Offeror shall submit its set of overhead transparencies to the Government in a sealed package with Submittal II. Immediately before the presentation, the Contracting Officer shall give the transparencies to the Offeror for its use during the presentation. Any substitution of charts will not be evaluated. Offeror shall not use more than 40 transparencies. NASA will not accept for evaluation any additional documentation (such as procedures manuals, administrative handbooks or guides, etc.), which may or may not have been referenced during the presentation. No change to the written documentation previously provided in Submittal II will be accepted at the time of oral presentations. If the presenter requires assistance with the transparencies, the Offeror is responsible for providing a projectionist. The projectionist, if not a member of the Offeror's Key Personnel team and if used strictly as a projectionist, will not count toward the seven Contractor personnel allowed to be present for the briefing.

After completion of the oral presentation or the 2-hour time limit, the Government may request clarification of any points addressed which are unclear, but there shall be no discussions/negotiations permitted. Questions and answers will not count against the 2-hour time limit. The

question and answer period will not exceed 1 hour and will also be videotaped. Any such interchange between the Offeror and the Government will be for clarification only, as NASA reserves the right to award without discussions (reference section M.1). NASA will not inform an Offeror of strengths, deficiencies, or weaknesses during the presentation.

Only one oral proposal will be presented, evaluated, and scored. If Final Proposal Revisions (FPR's) are requested, the score from the oral presentation will be adjusted.

Unnecessarily elaborate presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate art work, expensive visual, and other presentation aids are neither necessary nor wanted.

The oral presentation shall not encompass price or cost and fee. Instructions for preparation of the written cost proposal are provided in section L.13(c)3. However, at the completion of the oral proposal, the Government may request clarification of unclear cost data previously submitted as part of Submittal II. The oral proposal constitutes part of the offer.

(End of provision)

[END OF SECTION]

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 AWARD WITHOUT DISCUSSIONS

As provided for in FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition," the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306 (a)).

Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.

Contract award will be made without subsequent discussion or negotiations and will be evidenced by the Contracting Officer's signature on the SF 33 submitted by the successful Offeror.

The Government reserves the right to conduct discussions if the Source Selection Authority later determines them to be necessary. If the Source Selection Authority determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Source Selection Authority may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals; to promote efficiency and reduce unnecessary expense to both Offerors and NASA, a total of no more than three proposals shall be a working goal in establishing the competitive range.

If discussions are deemed necessary, Offerors within the competitive range will be advised of weaknesses and deficiencies and uncertainties identified in their proposal and allowed a reasonable opportunity to satisfy the solicitation requirements. At the conclusion of discussions, a Final Proposal Revision (FPR) will be requested from all Offerors within the competitive range. This FPR shall be submitted in the form of a contractual document that has been executed by an individual with authority to contractually bind the Offeror. Selection will be made in accordance with the evaluation criteria set forth in section M of this solicitation.

(End of provision)

M.2 EVALUATION OF OPTIONS (52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.3 EVALUATION FACTORS FOR AWARD

(a) General

The proposed procurement will be evaluated in accordance with procedures prescribed by the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement (NFS).

(b) Source Evaluation Committee (SEC)

A SEC, appointed by the Director of Procurement, Marshall Space Flight Center, will evaluate the offers submitted to the RFP. Proposal content requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of information that will be used by the SEC. Acceptable offers will be evaluated in accordance with the factors set forth below.

(c) Source Selection Authority/SEC Voting Members

The Source selection shall be made by the Director, MSFC Procurement Office. Voting members of the SEC are:

Michael A. Phipps
Gerald V. Miller

Carol L. Greenwood
Edward D. Medal

(d) Evaluation Factors and Subfactors

- (1) Acceptable offers will be evaluated using the following factors and subfactors:

Mission Suitability Factor
 Management Approach Subfactor
 Key Personnel Subfactor
 Staffing Approach Subfactor
 Safety and Health Subfactor
Cost Factor
Past Performance Factor

- (2) The detailed descriptions of the factors and subfactors are set forth below:

(i) Mission Suitability Factor (Volume I)

The Mission Suitability Factor assesses the excellence of the proposed approach for satisfying the PWS and the Offeror's ability to perform. The Offeror's degree of understanding of the requirements will be assessed in all Mission Suitability Subfactors. A key measure in assessing the Offeror's understanding of the requirements is the adequacy of the Offeror's risk analysis and the recommended approach to minimize

the impact of identified risks to the overall success of the program. In addition to risk analysis, cost realism, or the lack thereof, will be used in evaluating the Mission Suitability Subfactors as an indicator of the Offeror's understanding of the requirement. Also, using the graduated scale set forth in paragraph M.3(d)(2)(ii) of this section, the Government will proportionally adjust the Offeror's Mission Suitability score for an assessed overall lack of cost realism.

Each proposal will be evaluated and scored based on the Mission Suitability Subfactors set forth below. (Note: The alphanumeric bullets within each supporting subfactor shall not be construed as an indication of the order of importance or relative weighting within the individual subfactors as there are no discrete point values attached to any of the bullets. The bullets are included to facilitate comparison with the requirements of section L.)

Subfactor 1: Management Approach

This Subfactor will be used to evaluate the Offeror's management and operating approach for providing the services delineated in the PWS. The adequacy, completeness, management techniques, methods, operations and excellence of the Offeror's approach will be evaluated as follows:

- MA1 - The Offeror's organizational structure, identification of clear lines of authority, and rationale for approach to planning, controlling, and reporting contract activities. The Offeror's understanding of MSFC core values and the extent to which its values align with MSFC's. This shall include the effectiveness of the Offeror's approach to teaming and subcontracting.
- MA2 - The Offeror's approach and methods to fulfill the PWS, the activities that will be performed in the accomplishment of the PWS, and the methods and/or techniques used in planning, scheduling, processing, controlling, and completing the PWS. Included will be the approval status of the Offeror's accounting, estimating, property management, and purchasing systems.
- MA3 - The Offeror's extent of autonomy and authority granted to the on-site program manager to manage local operations, relationship to the parent organization, and approval process that will be made outside the local organization.
- MA4 - The effectiveness of Offeror's approach for ensuring good internal and external communication.

- MA5 - The Offeror's demonstrated ability to provide necessary orientation and training for its employees to assume CaER functions. (This is not to be confused with PWS 5.5).
- MA6 - The Offeror's planning for new management techniques and systems to improve services and products, including the Offeror's approach to developing processes and procedures to handle cost reimbursable training purchases.
- MA7 - The Offeror's identification of risk and recommended mitigation for risks that may impact this Subfactor.

Subfactor 2: Key Personnel

This subfactor will be used to evaluate the Offeror's Key Personnel. The following will be evaluated:

- KP1 - The rationale for designating positions as key, or failure to identify such positions as key, the experience of each key person for the position being proposed, the qualifications (education and training) of each key person proposed, the demonstrated performance capability of each key person, the degree of availability and commitment of each key person, and the rationale for designating each particular position as key (other than the on-site program manager).
- KP2 - The Offeror's identification of risk and recommended mitigation for risks that may impact this Subfactor.

Subfactor 3: Staffing Approach

This subfactor will be used to evaluate the Offeror's approach to ensure a stable staffing of the workforce and that high quality personnel are available to provide CaER services. The following will be evaluated:

- SA1 - The Offeror's approach to provide for a contract phase-in with minimal project impact.
- SA2 - The Offeror's labor categories and associated staffing numbers for the mission schedule, the Offeror's skill mix, correlation to the PWS, workload adjustments capability, approach to staffing for IDIQ tasks, and personnel cross-utilization.
- SA3 - The Offeror's demonstrated approach to recruiting and retaining necessary personnel.
- SA4 - The Offeror's total compensation plan, compliance with the Service Contract Act, personnel policies, and ability to attract, motivate, and retain a qualified workforce.

- SA5 - The Offeror's identification of risk and recommended mitigation for risks that may impact this Subfactor.

Subfactor 4: Safety and Health

- SH1 - The Offeror's safety and health policies and processes, including the draft Safety and Health Plan, will be evaluated to assess focus on workplace safety and adherence to MSFC safety and health policies.
- SH2 - The Offeror's safety and health risk assessment and recommendation to mitigate the impact of identified risks will be evaluated to assess the understanding of the inherent potential risks within this effort.

(ii) Cost Factor (Volume II)

The adequacy and realism of the cost proposal and the probable cost to be incurred will be evaluated. Estimated cost and fees for the base year and all options will be evaluated. The Government assessment of the probable cost of doing business with each Offeror, the possible cost growth during the course of the contract, and features that could cause a given proposal to cost more or less than proposed will be included. Proposed costs will be adjusted in order to report to the Source Selection Authority the probable cost of doing business with each Offeror for the base and option periods. The Government will use the G&A ceiling rates in establishing the most probable cost. For evaluation purposes, base year costs shall be on a full 12-month period of performance basis. Phase-in costs will be separately identified as reflected in Form J, "Summary of Phase-in Cost." Both the Offeror's proposed cost and the Offeror's probable cost developed by the SEC will be presented to the Source Selection Authority.

As instructed in provision L.13, the Offeror shall provide the fully burdened labor rates for labor categories indicated in section B.3 (c). The Government will utilize these rates with predetermined labor hours, as determined by the SEC, for each labor category to determine the IDIQ most probable costs for WBS element 11.0. The IDIQ most probable costs will be added to the Offeror's most probable cost for WBS 2.0 through 10.0 to determine the Offeror's total most probable cost.

IDIQ Most Probable Cost Formula

<u>Labor Categories</u>	<u>Labor Hours**</u>	<u>Fully-Burdened Labor Rate***</u>	<u>Total</u>
Graphics/Exhibit Designer	X	_____ =	_____
Exhibits Specialist II*	X	_____ =	_____
Media Specialist	X	_____ =	_____
		Subtotal	_____
		Incentive Fee	_____
		IDIQ Most Probable Cost	_____

*Referred to as Technician in current contract.

** The Offeror shall not complete the Labor Hours column. The labor hours are identified in the SEC Source Evaluation plan, prepared prior to the issuance of the RFP and will be used by the SEC to calculate the most probable cost.

*** Including any adjustments made by the SEC.

The Offeror's proposed phase-in costs will be identified separately from the most probable cost and reported to the Source Selection Authority. The SEC will not make adjustments to the proposed phase-in costs; however, the overall adequacy and realism of the proposed phase-in costs will be reported to the Source Selection Authority.

The Cost Factor will not be numerically scored by the SEC, but will be reported by the SEC to the Source Selection Authority. The importance of the cost factor in the selection will depend on the magnitude of the cost differentials, the relevance to the Mission Suitability Factor and its supporting subfactors, and the impact of the Past Performance Factor.

The Cost Factor is an indicator of the Offeror's understanding of the requirements of this solicitation. Proposals requiring significant adjustment to the proposed cost will cause an Offeror's Mission Suitability score to be reduced (NFS 1815.305). A maximum of 300 points may be deducted from an Offeror's Mission Suitability score depending on the size of the cost adjustment necessary to establish the most probable cost. There will be no deductions made to the Mission Suitability score for cost adjustments necessary to reflect the proposed G&A ceiling rates. Adjustments to the Mission Suitability score resulting from probable cost adjustments follow the schedule provided below.

MISSION SUITABILITY COST REALISM POINT ADJUSTMENT

Most Probable Cost Adjustment	Mission Suitability Point Adjustment
+/- 5 percent	0
+/- 6 to 10 percent	-50
+/- 11 to 15 percent	-100
+/- 16 to 20 percent	-150
+/- 21 to 30 percent	-200
+/- more than 30 percent	-300

(iii) Past Performance Factor (Volume III)

The Offeror's overall corporate past performance, to include the corporate past performance of any proposed subcontractors (as opposed to that of proposed key personnel), on comparable or related procurement/project efforts will be considered. Emphasis will be given to the extent of direct experience and quality of past performance on previous contracts that are highly relevant to the effort defined in this RFP (management support, employee development, organizational development, communications, media, education program support, and exhibit and outreach activities). Important factors such as program management, cost management, and customer satisfaction on past contracts will also be considered. The Offeror's safety and health performance and lost time incident rate will be considered. This factor is not numerically scored but is assigned an adjective rating and reported to the Source Selection Authority for consideration in making a selection. Offerors having no relevant past performance will receive a neutral rating of "Good" and will not be evaluated favorably nor unfavorably.

(e) Relative Importance of Evaluation Factors/Subfactors

(1) While only the Mission Suitability Factor is scored, in order to provide the Offeror with an indication of the relative importance of the three factors listed above, the following information is furnished:

(a) Mission Suitability is the most important factor. The Past Performance Factor and Cost Factor are equal in importance, and each is less important than the Mission Suitability Factor.

(b) Per FAR 15.304 (e), all evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(2) The subfactors to be used in evaluating Mission Suitability and their corresponding weights are listed below:

Management Approach	450 points
Key Personnel	250 points
Staffing Approach	200 points
Safety and Health	<u>100 points</u>

Total	1,000 points
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The numerical weights assigned to the subfactors identified above are indicative of the relative importance of those evaluation areas.

(End of provision)

[END OF SECTION]

List of Attachments, Forms and Exhibits

Title	Pages
Attachment L-1, Marshall Values	1
Attachment L-2, MSFC Organizational Chart	1
Attachment L-3, CaER Directorate Organizational Chart	1
Attachment L-4, Sample Customer Satisfaction Questionnaire	1
Attachment L-5, Oral Proposal Format	2
Attachment L-6, Acronym List	3
Key Personnel Position Description and Resume	3
Past Performance Interview/Questionnaire Form	10
Form A, Summary of Cost (Base and Option Years)	*
Form B, Direct Labor Cost	*
Form C, Payroll Additives	*
Form D, Fringe Benefits	*
Form E, Supplies, Material, and Equipment	*
Form F, Subcontracts	*
Form G, Other Direct Costs	*
Form H, Indirect Rates and Factors	*
Form I, Personnel and Fringe Benefit Policies	*
Form J, Summary of Phase-in Cost	*
Form K, Fully-Burdened Rate for IDIQ Tasks	*
DD Form 1861, Contract Facilities Capital Cost of Money*	

* NOTE: The forms listed above have been posted separately as stand alone documents.

MARSHALL VALUES

The Marshall Space Flight Center team is committed to these core values. These values serve as the principles that guide our decisions and behaviors.

People:

- We recognize that the people who work here are "most important" - and are our greatest strength.
- We create a safe and healthy environment.
- We encourage balance between personal and professional life.
- We enable personal and professional growth.
- We commit ourselves to the highest standards of integrity and ethical behavior.
- We reward and celebrate our accomplishments.
- We recognize individual and cultural differences and treat each other with dignity and respect.

Customers:

- We are accountable to our customers and are committed to their satisfaction.
- Our customers can depend on us to deliver products and services.

Excellence:

- We pursue excellence in our people and in everything we do.
- We promote continual learning and improvement.
- We hold one another accountable for doing what we commit to do.

Teamwork:

- We are a unified and interdependent team.
- We cooperate, communicate openly and share ideas with each other for the common good.
- We seek and enable partnerships with other NASA Centers, other agencies, academia, industry and our local and global communities.

Innovation:

- We promote innovation and creativity.
- We seek different ideas and perspectives.
- We are committed to making a significant difference.
- We are willing to accept well-assessed, selected risks in the pursuit of our goals - but never at the expense of safety.

ATTACHMENT L-2